

# General Terms and Conditions of Purchase

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## § 1 Application

(1) All deliveries, services and offers of our suppliers shall be based exclusively on these General Terms and Conditions of Purchase. These form an integral part of all contracts that we conclude with our suppliers in relation to the deliveries or services they offer. They shall apply likewise to all future deliveries, services or offers to the client, even if they have not been the subject of a renewed separate agreement to this effect.

(2) General terms and conditions of business of our suppliers or of third parties shall have no application, even if we do not explicitly decline to accept them in the individual case. Even where we refer to a document which includes the general terms and conditions of our suppliers or of a third party or contains an indication of the same, this shall not be taken to imply any acceptance of those general terms and conditions.

## § 2 Orders and commissions

(1) We shall be entitled to change the time and place of delivery as well as the nature of the packaging at any time, based on a written communication to this effect. The same shall apply to changes in the product specifications, provided that these can be implemented in the context of the normal production process of the supplier without any considerable additional outlay, although in these cases the term of notification based on the previous sentence shall be at least 8 weeks. We will reimburse the supplier to an appropriate extent for any additional costs which have arisen through the change and for which documentary evidence is provided. If such changes result in delayed deliveries which cannot be avoided, based on the normal production and business processes of the supplier, without an unacceptable degree of effort, the originally agreed delivery deadline shall be postponed accordingly. The supplier shall notify us in writing of the additional costs or delay in delivery to be anticipated, based on a careful estimate, in good time before the delivery date, at least however within 3 working days from receipt of our written communication referred to in sentence 1 above.

(2) We shall be entitled to give notice of termination of the contract at any time on the basis of a written declaration, stating the reason, if we can no longer use the products ordered in the context of our business operations as a result of circumstances that have arisen since the contract was concluded. The supplier will be remunerated in this case for any partial services provided.

(3) The efficient use of energy is an essential pillar of the company policy of the purchaser. In the procurement of products, services and facilities which have or could have implications for the essential energy use, the valuation of the procurement will be partly based on the energy-related performance (energy use, energy consumption, energy efficiency).

## § 3 Prices, terms and conditions of payment, invoice details

(1) The price stated in the order shall be binding.

(2) Lacking any written agreement to the contrary, the price shall include delivery and transport to the shipment address specified in the contract, including packaging.

(3) In so far as under the terms of the agreement the price does not include packaging and the remuneration for the packaging (which has not just been made available on loan) has not been explicitly determined, this shall be charged for at the demonstrable cost price. At our request, the supplier shall be obliged to take back the packaging at his own cost.

(4) In so far as nothing to the contrary has been agreed, we will pay the purchase price with a 3% discount when paying within 14 days from delivery of the goods and receipt of the invoice, otherwise within 30 days net. As proof of the punctuality of payments for which we are liable, the receipt of our payment instructions at our bank shall be sufficient.

(5) In all order confirmations, delivery notes and invoices our order number, the article number, the delivery quantity and the delivery address must be stated. If one or more of these specifications should be lacking and this should result in delays in the handling in the course of our normal business transactions, the payment deadlines specified in section 4 below shall be extended by the duration of the delay.

(6) In case of payment arrears we shall be liable for interest on arrears to the amount of five percent above the base interest rate, in accordance with § 247 BGB [Bürgerliches Gesetzbuch: the German Civil Code].

## § 4 Delivery time and delivery, transfer of risk

(1) The delivery time stated in the order (delivery date or deadline) shall be binding. Deliveries earlier than agreed shall only be permitted subject to prior consultation.

(2) The supplier shall be obliged to inform us immediately in writing if circumstances occur or may be anticipated which will make it impossible for the delivery date to be adhered to.

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(3) If the latest permissible date for delivery can be determined on the basis of the contract, on expiry of this day the supplier shall fall into arrears without any need of a written reminder from us to this effect.

(4) In case of delayed delivery, we shall be entitled without restriction to all valid statutory claims, including the right of withdrawal and the claim to indemnification in place of performance after the fruitless expiry of an appropriate subsequent deadline.

## § 5 Protection of ownership

(1) We retain ownership rights and copyright rights in relation to orders and commissions submitted by ourselves as well as in relation to drawings, diagrams, computations, descriptions and other documentation made available to the supplier. Without our express consent, the supplier may not make such available or make them known to third parties, nor may he use or reproduce them either directly or through third parties. The supplier shall be obliged at our request to return these documents to us in their entirety if they are no longer required for his regular business operations or if negotiations fail to lead to the conclusion of a contract. Any copies made by the supplier are in that case to be destroyed. An exception to this is the retention of documents based on statutory obligations of retention, and the storage of data for backup purposes on the basis of standard data backup operations.

(2) Tools, devices and models which we make available to the supplier, or which are made for the purposes of the contract and separately charged to us by the supplier, shall remain under or shall come under our ownership. They are to be clearly labelled by the supplier as being our property, to be looked after carefully, secured against damage of any kind and only used for the purposes of the contract. The costs of the maintenance and repair of these objects shall be borne by the contracting partners, failing any agreement to the contrary, on a 50-50 basis. In so far however as these costs are attributable to defects in the objects produced by the supplier or to inappropriate use on the part of the supplier, they shall be borne by the supplier alone. The supplier shall notify us immediately of any not negligible damage to these objects. On our request he shall be obliged to reissue these objects to us in satisfactory condition, when they are no longer needed by him for fulfilment of the terms of the contract concluded with us.

(3) Reservations in respect of legal title on the part of the supplier shall only apply in so far as they relate to our obligations of payment for the products in question, in respect of which the supplier reserves right of title. In particular, no extended or prolonged reservations in respect of title shall be admitted.

## § 6 Claims under guarantee

(1) In case of defects, we shall be entitled to all statutory claims without restriction. In deviation from the latter, however, the term of the guarantee shall be 36 months.

(2) Complaints about deviations in respect of quality or quantity are at all events to be considered timely when we notify the supplier within 15 working days from receipt of the goods on our premises. Complaints in respect of concealed material defects, however, shall be considered timely when the supplier is notified within 10 working days from discovery of the defect.

(3) Our acceptance or approval of submitted patterns or samples shall not be taken to imply any waiver on our part of claims under guarantee.

(4) The receipt of our written notification of a defect shall put a stop to the statutory term of limitation of guarantee claims. In the case of substitute deliveries or rectification of defects, the term of the guarantee shall recommence for replacement parts and rectified components, except in cases where we have been obliged to infer from the behaviour of the supplier that the latter did not feel himself obliged to take this step but has only carried out the replacement delivery or rectification of the defect for the sake of good will or for similar reasons.

## § 7 Product liability

(1) The supplier shall be responsible for all damages to persons and property asserted by third parties that are attributable to a faulty product supplied by himself, and shall be obliged to release us from the resulting liability. If we find ourselves obliged to carry out a product recall with third parties on account of a defect in a product delivered by the supplier, the supplier shall bear all the costs associated with the recall operation.

(2) The supplier shall be obliged to take out product liability insurance cover at his own cost, which does not need (except where agreed to the contrary in the individual case) to cover the risk of product recall or criminal or similar damages. On being requested by us at any time, the supplier shall send us a copy of the liability insurance policy.

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## § 8 Industrial property rights

(1) The supplier hereby gives assurance that no industrial property rights of third parties in countries of the European Union, North America or other countries in which he manufactures the products or causes them to be manufactured have been violated.

(2) The supplier shall be obliged to release us from any and all claims that third parties may bring against us on grounds of violation of commercial property rights as referred to in section 1 above, and to reimburse us for all necessary expenses in connection with the assertion of such claims. This claim shall hold good irrespective of the question of the culpability of the supplier.

## § 9 Spare parts

(1) The supplier shall be obliged to hold spare parts in stock for the products supplied to us for a period of at least 15 years after delivery.

(2) If the supplier intends to discontinue the production of spare parts for the products supplied to us, he shall notify us of this immediately following the decision to discontinue production. This decision must – subject to reservation in respect of section 1 – be taken at least 6 months before the discontinuation of production.

## § 10 Secrecy

(1) The supplier shall be obliged to maintain secrecy about the conditions of the order as well as all information and documents made available for the purposes of the order (with the exception of publicly accessible items of information) for a period of 5 years after conclusion of the contract, and only to use the same for the purpose of execution of the order. After the enquiries have been dealt with or the order completed, he shall return these to us promptly on being requested.

(2) Without our prior written consent, the supplier shall not be permitted to allude to the business relationship in his advertising materials or brochures etc., nor may he publicly exhibit objects made for delivery to ourselves.

(3) The supplier shall lay his own sub-suppliers under the same obligations as detailed in the present § 10.

## § 11 Assignment

The supplier shall not be entitled to assign his claims based on the contractual relationship to third parties. This shall not apply in so far as monetary claims are in question.

## § 12 Place of fulfilment, court of law, applicable law

(1) The place of fulfilment for both parties and exclusive court of law for any litigation arising from the contractual relationship is Epfendorf.

(2) The contracts concluded between ourselves and the supplier shall be subject to the law of the Federal Republic of Germany, the UN Convention on Contracts for the International Sale of Goods (CISG) of 13 April 1980 being expressly excluded.

Issue 12/2014